

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM338886

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quorum Fielding Systems, LLC		04/08/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as Collateral Agent		
Street Address:	20 King Street West, 4th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 1C4		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4418405	FIELDVISOR	
Registration Number:	4418403	SCADAVISOR	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	marina.kelly@thomsonreuters.com		
Correspondent Name:	Elaine Carrera, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	c/o Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant		
SIGNATURE:	/Marina Kelly, Thomson Reuters/		
DATE SIGNED:	04/21/2015		
Total Attachments: 6			
source=Trademark Security Agreement (Supplement No 1) (Executed)#page1.tif			
source=Trademark Security Agreement (Supplement No 1) (Executed)#page2.tif			
source=Trademark Security Agreement (Supplement No 1) (Executed)#page3.tif			
source=Trademark Security Agreement (Supplement No 1) (Executed)#page4.tif			

OP \$65.00 4418405

source=Trademark Security Agreement (Supplement No 1) (Executed)#page5.tif

source=Trademark Security Agreement (Supplement No 1) (Executed)#page6.tif

EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT dated as of April 8, 2015 (this "Agreement"), among Quorum Fielding Systems, LLC (the "Grantor") and Royal Bank of Canada, as Collateral Agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Credit Agreement dated as of August 7, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among QBS Intermediate Holding Company II, LLC, a Delaware limited liability company ("Holdings"), QBS Holding Company, Inc., a Delaware corporation ("QBS", and following the Acquisition, the "Borrower"), QBS Merger Sub, Inc., a Delaware corporation ("Merger Sub"), the Lenders party thereto and Royal Bank of Canada, as Administrative Agent and as Collateral Agent and (b) the Collateral Agreement dated as of August 7, 2014, as supplemented by that certain Supplement No. 1, dated as of April 8, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Borrower, Merger Sub, the other grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the Trademarks listed on Schedule I (the "Trademark Collateral").

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. This Agreement shall terminate and the Security Interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings,

take all other actions reasonably requested by the Grantor to evidence and record the release of the Security Interest in the Trademark Collateral granted herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

QUORUM FIELDING SYSTEMS, LLC,

by Quorum Business Solutions (U.S.A.), Inc., as its
Manager and sole Member

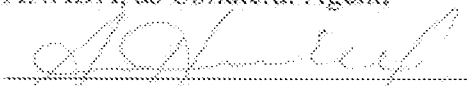
By: Richard W. Piacenti

Name: Richard W. Piacenti

Title: Chief Financial Officer and
Executive Vice President - Finance

ROYAL BANK OF CANADA, as Collateral Agent.

By:


Name: Ann Hurley
Title: Manager, Agency

Schedule I

U.S. Trademarks and Trademark Applications:

Owner	Trademark	Serial No. Filing Date	Reg. No. Reg. Date
Quorum Fielding Systems, LLC	FIELDVISOR	85873592 03/12/2013	4418405 10/15/2013
Quorum Fielding Systems, LLC	SCADAVISOR	85873583 03/12/2013	4418403 10/15/2013